

Neuro Startup Challenge: Confidentiality Disclosure Agreement Form



This is the Confidentiality Disclosure Agreement Form (CDA) for Phase 0 of the Neuro Startup Challenge. Each team member of your team, including the team leader, should fill out and submit a CDA form for this challenge. The last day to submit your CDA is October 31st, 2014.

Saving and Editing your CDA: You must answer all of the required questions (marked by an asterisk*) before submitting and saving your CDA. Once submitted, your form will be saved, and JotForm will send you an email confirming the submission along with an edit link for you to return to your form.

Note that the LAST page of this form is the CDA Agreement

Please email the challenge admin at Jonathan@thecenterforadvancinginnovation.org for any questions or concerns

Team Member Definitions:

A Core Team Member: is defined as a person who is accountable for deliverables.

A Mentor: is defined as a person who has domain experience who will actively work with the team on a daily basis as the team needs

An Advisor: is defined as a person who has domain expertise and the team uses for Q&A sessions only

A Collaborator: is defined as an entity that can improve your probability of success in this challenge; it could include seed funders, services firms, e.g., Clinical Research Outsourcers, law firms, etc.

Team Structure:

Disciplines: Teams must be cross-functional, representing business, medical, legal and

entrepreneurial disciplines. It also may be useful for some inventions to have computer science and/or engineering expertise

Cross-University: Teams may be from any University

Team Size: As large as the lead student decides; the minimum team size is three people

University Participation: At least 2 team participants must be University graduate students, post-docs and/or residents. *Undergraduates may join established teams.*

Age: All team members must be over 18 years old

Required Team Member: Seasoned entrepreneur, who is a person who has founded a Life Sciences, biomedical and/or health IT company; raised dilutive and non-dilutive capital for that company and have exited either successfully or unsuccessfully. We prefer entrepreneurs that have tenure of at least five years (a minimum of three years) in a start-up and also have had corporate experience

Recommended Team Members: We recommend that you include collaborators, mentors and advisors on your team; however, they are not mandatory

1. Are you completing this CDA Form as a Core Team Member, Team Mentor /Advisor or Collaborator *

- Team Leader
- Core Team Member
- Mentor /Advisor
- Collaborator

Team Member Information

Please adhere to the following naming conventions. Please be 100% sure to use the same naming convention as your team leader and your LOI form:

Team Naming Convention:

'university' - 'invention #.'group letter'

e.g. "UCLA - 3.A"(Your group letter will depend if multiple groups from the same school are working on the same invention.)

2. Team Name *

ex: UCLA - 3.A

Use the same naming convention as your LOI Submission

3. Name *

First Name

Last Name

4. E-mail *

ex: myname@example.com

Please use the same email from your LOI Submission

5. Phone Number *

6. Current City *

7. Current State (please specify Country if not US) *

8. Organization, Business, and/or University affiliation: *

9. (Optional) What is your title? (if applicable)

10. (Optional) What school / college do you belong to at your university (if applicable)

11. (Optional) Degrees you have earned:

- B.A.
- B.S.
- J.D.
- M.D.
- M.S.
- Ph.D.
- MBA
- Other

12. (Optional) Degrees in progress:

- B.A.
- B.S.
- J.D.
- M.D.
- M.S.
- Ph.D.
- MBA
- Other

13. Which discipline(s) are you representing? One person can fulfill up to two roles *

- Legal
- Medical / Scientific
- Business
- Entrepreneurship
- Other

14. How will you fill your role / these roles using the relevant experience outlined in the prior question? If you selected 'Other' for your role, please first define your role, then describe how you will fill it. *

15. What specific experience do you have that will make the team successful? *

- Have formed successful collaborations with industry
- Have formed successful academic collaborations
- Venture capital fund raising experience (dilutive capital)
- Founded a biomedical startup
- Experience on the bench as a post-doc or related
- Have successfully applied for grants (non-dilutive fund raising)
- Performed strategy consulting in the Biomedical Field, doing due diligence and/or portfolio strategy
- Have in-licensed inventions from an entity
- Have 'exited' a company by selling the company, merging with a company, etc.
- Relevant R&D, marketing, manufacturing and/or other operational experience related to the invention you have selected
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16. (Optional) Are you receiving educational credit for participating in this Challenge? If so, what class or program is the Challenge incorporated into?

17. (Optional) Why do you personally want to participate in this Challenge?

18. Are you over 18 years of age? *

- Yes
- No

Confidentiality Disclosure Agreement (CDA)

CONFIDENTIALITY AGREEMENT

This Click-Through Confidentiality Agreement (the "Agreement") is made and entered into by you ("Signatory") in connection with the Neuro Start-Up Challenge (the "Challenge") hosted by the the Heritage Provider Network, the National Institutes of Health, the Centers for Disease Control, and The Center for Advancing Innovation, Inc. (together the "Challenge Hosts"). By clicking "I AGREE" below, you as Signatory acknowledge that you have read and accepted the terms and conditions of this Agreement and that any agents, consultants, service providers, collaborators or third parties that are working with you have also read and accepted the terms and conditions of this Agreement. The Agreement is effective as of the date Signatory clicks the "I AGREE" checkbox.

Signatory is a Challenge participant. Challenge participants are individuals participating in the Challenge including designated Challenge Team Leads, Challenge Team Members, Challenge Judges, Challenge Team Mentors, and Challenge Team Collaborators (e.g., University students, University faculty members with experience in the selected invention, venture capitalists). Challenge participants are also the Challenge Hosts and the aforementioned individuals' associated institution if and as required by such institution. The Heritage Provider Network,

NIH, CDC, CAI, Signatory and the other Challenge participants may sometimes be referred to herein collectively as the "Participants," and individually as a "Participant."

All Participants are required to agree to the terms of this Agreement as a condition to participation in the Challenge. Each participant is acting and providing information in his or her individual capacity; no communications, including, but not limited to, discussions between Challenge Judges and Challenge Team Members, should be considered professional advice or representations on behalf of a Participant's employer. Further, each Participant agrees that the obligations under this Agreement do not extend to any individual, including those employed at a Participant's workplace, that has not received the information protected herein, and each Participant agrees that it will not seek to disqualify a Challenge Judge's law firm from representing a party adverse to a Participant in a matter in which the covered information is material to the representation, provided that any individuals at the law firm who received information protected herein would be screened off and would not participate in such representation.

Information sharing is fundamental to the attainment of the Challenge's goals of collaborative innovation among the Participants. However, information sharing during the time frame of the Challenge is for the limited purpose of creating business plans and start-up deliverables including commercialization plans, development plans, regulatory strategies, intellectual property strategies and such other deliverables as the Challenge Teams believe are critical for the business plan and start-up phases of the Challenge ("Purpose"). Details for the Challenge can be found at: <http://www.neurostartupchallenge.org/>

Accordingly, Signatory shall only use Confidential Information for the Purpose. In addition, Signatory agrees to keep all Confidential Information it receives directly or indirectly from any other Participant strictly confidential and, except as permitted herein, shall not disclose, reveal or share any portion of the Confidential Information to or with any individual or entity.

As used herein, "Confidential Information" means any and all information that is presented or disclosed by a Participant to any other Participant(s) in written, electronic, visual or oral form or in any other tangible medium during meetings, communications, or other information exchanges held in connection with the business plan and/or start-up phases of the Challenge. Confidential Information shall include, but not be limited to, unpublished data, research results, unpublished proprietary methods, financial/valuation models, business plans, business model canvases, theories, drawings and figures or visual depictions of research data or results regardless of format. Confidential Information also includes anything disclosed by a Participant (the "Disclosing Participant") to another Participant that the Disclosing Participant marks in writing as "Confidential."

"Confidential Information" shall not include, and the obligations contained herein shall not extend to, any part of the Confidential Information: (a) that can be demonstrated to have been in the public domain or publicly known at the time of disclosure; (b) that can be demonstrated to have been in the possession of or that can be demonstrated to have been readily available to Signatory from another source prior to the disclosure; (c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by Signatory; (d) that can be demonstrated as independently developed or acquired by Signatory without reference to or reliance upon such Confidential Information; or (e) that is required to be disclosed by law.

Signatory may share Confidential Information with its employees, contractors and volunteers who are under an obligation of confidentiality to Signatory and who have a need to review the Confidential Information in connection with Signatory's Challenge duties and in furtherance of the Purpose. Signatory shall advise such individuals of the confidential nature of the Confidential Information and require that the Confidential Information be treated accordingly.

Signatory agrees to accept the Confidential Information and employ all reasonable efforts to keep the Confidential Information secret and confidential, such efforts to be no less than the degree of care employed by Signatory to preserve and safeguard its own confidential information.

Signatory acknowledges and agrees that neither this Agreement nor any disclosure hereunder shall be deemed, by implication, estoppel or otherwise, to vest in Signatory, as recipient, any license or other ownership rights to any Confidential Information Signatory receives hereunder including to any inventions, patents, know-how, trade secrets, trademarks or copyrights owned or controlled by the Disclosing Participant.

Signatory further acknowledges and agrees that should this Agreement be breached, all legal monetary and equitable relief remedies between the Participants of said breach are available and will include exclusion from the Challenge of the breaching Participant.

The obligation of confidentiality shall extend for a period of five (5) years from the date of the disclosure, unless the Disclosing Participant gives Signatory permission in writing to disclose the Confidential Information at an earlier date.

Each Challenge Host has agreed to and accepted the terms of this Agreement.

By checking the following, you agree to be bound by the terms of this Agreement. *

I Agree

Submit and Save